OP \$65.00 5291787

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM460196

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Lone Star Holdings, LLC		01/31/2018	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	5291787	LSO PARCEL	
Registration Number:	5291786	LSO FINAL MILE	

CORRESPONDENCE DATA

Fax Number: 3128637806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.163	
NAME OF SUBMITTER:	Nancy Brougher	
SIGNATURE:	/njb/	
DATE SIGNED:	01/31/2018	

Total Attachments: 5

source=Lone Star Trademark Security Agreement#page1.tif source=Lone Star Trademark Security Agreement#page2.tif

TRADEMARK REEL: 006262 FRAME: 0887 source=Lone Star Trademark Security Agreement#page3.tif source=Lone Star Trademark Security Agreement#page4.tif source=Lone Star Trademark Security Agreement#page5.tif

TRADEMARK REEL: 006262 FRAME: 0888

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this January 31, 2018 by Lone Star Holdings, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of April 8, 2014 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of April 8, 2014 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"; all capitalized terms used but not defined herein shall have the meaning given to such terms in the Collateral Agreement), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

WHEREAS, Grantor and Grantee and party to that certain Trademark Security Agreement dated as of April 8, 2014 (the "Original Trademark Security Agreement");

WHEREAS, Grantor desires to supplement the Original Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Collateral Agreement</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof, which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Collateral Agreement, the Collateral Agreement shall control.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and

9197502v2 1/31/2018 12:45 PM 6492.163

TRADEMARK
REEL: 006262 FRAME: 0889

to the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

-2-

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LONE STAR HOLDINGS, LLC

Name: George S. Stephens
Its: Executive Vice President, Chief Financial Officer,

Secretary and Treasurer

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,

as Agent

By: Name: Patrick Koehl

Title: Designated Signatory

Schedule 1

Registered Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
LSO PARCEL	86855437	Registered	5291787	09/19/17
LSO FINAL MILE	86855429	Registered	5291786	09/19/17

RECORDED: 01/31/2018

TRADEMARK
REEL: 006262 FRAME: 0893